

Smart Consumer Guide

Your Rights & Responsibilities as a Moving Company Customer

W A S H I N G T O N



UTILITIES AND TRANSPORTATION
COMMISSION

MOVING in the state of Washington?
Read this first . . .

When moving within Washington, you have important rights guaranteed by state law and enforced by your Washington Utilities and Transportation Commission. To be a good consumer, you have responsibilities as well.

Most problems between customers and movers are a result of misunderstandings and a failure to communicate.

This brochure is designed to help you be an informed consumer BEFORE, DURING, and AFTER your household move.

You'll learn how to evaluate and choose a mover, how to compare moving charges and estimates, and how to avoid and reduce loss or damage to your property.

The two most important things you can do to protect yourself are:

- Choose a **licensed**, professional mover with care; and
- Understand your rights and responsibilities.

BEFORE THE MOVE

1. SELECT A LICENSED MOVER.

Your mover should have a valid state UTC permit. Companies handling moves within the state without a permit are violating state law. A licensed mover must comply with UTC safety, insurance and service standards. They also must perform their services at reasonable rates and within a reasonable time. **Non-permitted movers** operate outside the law and may provide little, if any, protection for loss or damage to your belongings.

2. RECOMMENDATIONS. When shopping for a moving company, get recommendations from neighbors, friends, and co-workers who have used a mover recently. Ask for and check the company's references. Also, contact the UTC and the Better Business Bureau to inquire about consumer complaints.

3 TRUST YOUR INSTINCTS. If a company makes you feel uncomfortable, go with another company.

4. COMPARE COSTS. The UTC sets the maximum rate a mover can charge for moving services. But, to compete for your business, the mover may price its services up to 40 percent below the maximum.

You can get a copy of these maximum rates, called a tariff, from your mover, the UTC or by visiting the UTC website.

Moving costs are calculated by one of two methods:

- **For moves over 35 miles—** Rates are based on the weight of your goods and the distance hauled, or
- **For moves 35 miles or less –** Rates are based on the number of workers used; the amount of time it takes to load, move, and unload your goods; and the mover's hourly rate for service.

5. ESTIMATES. You should ask for and receive a free, written estimate of the probable cost of your move. The estimate should clearly and accurately describe all charges.

***IF IT IS NOT IN WRITING,
IT IS NOT AN ESTIMATE.***

There are two types of estimates:

- **A non-binding estimate** is an educated guess of what your move would cost based on the mover's survey of your belongings. Your final cost can be more than your non-binding estimate—though there is a limit on how much a company can exceed the estimate. (See the “After Move” section.)
- **A binding estimate** is a written agreement that guarantees the price you pay based on the items to be moved and the services listed on the estimate, inventory or tally sheet.

Regardless of which type of estimate you get, you are best served by an accurate one. Show the estimator every single item to be moved, including items in the attic, basement, garage, shed, closets, and under beds. Reach a clear understanding about the amount of packing and other services needed.

Anything omitted from the estimate but later included in the shipment will add to the cost. If circumstances change from the time of the estimate resulting in additional costs, the mover must provide a supplemental estimate before performing the additional services.

DURING THE MOVE

1. DOCUMENTS. An inventory list and the bill of lading are valuable documents, particularly if you have a claim for loss or damage.

- **Inventory list** – Ask the mover to make an inventory of your property. Make sure the list is legible and accurate. If you disagree with the inventory, note it on the list before you sign it. Make sure all notations also appear on the mover's copy.

On moves when you pay by the hour, you will have to pay for the time an inventory takes. But without an inventory, you could have difficulty proving a claim.

- **Bill of Lading** – Keep the bill of lading safe and available until your belongings are delivered. The bill of lading is a contract between you and the mover and a receipt for your belongings.

Movers are required to provide you with this contract before the truck leaves with your belongings.

Read the bill of lading, complete portions requiring you to make specific choices, and understand the document in full.

If there are differences between what is written on your estimate and on your bill of lading, or if you do not understand something, ask the mover to explain it to your satisfaction. Be sure you understand the contract, especially the part about the carrier's liability, and get a copy.

***Don't sign the Bill
of Lading until you
understand and agree
with it.***

You must sign the bill of lading contract before the truck leaves with your belongings, and sign it again as a receipt upon delivery. The driver should also sign the bill of lading contract as a receipt that your belongings were picked up. If you cannot read the signature, ask the driver to print his/her name below the signature.

2. CARRIER LIABILITY. Your mover's liability for loss or damage to your property will likely be less than the value of your goods. The mover is not liable for the full value of your property unless you pay an additional charge for that protection.

Basic protection often covers as little as 60 cents per pound, per article. As an example, a 10-pound lamp would be reimbursed at \$6.

“Carrier's liability” and “insurance” are not the same thing, so it's a good idea to see your insurance agent to determine if you need additional coverage. Movers must explain their liability for loss or damage to your property and how you can increase your protection.

You will find more details on carrier liability by reviewing the back of the bill of lading or from the tariff. You can view a copy of the tariff and a fact sheet on this topic on the UTC website.

On the back of the bill of lading is a list of instances in which the mover is not liable for loss and damage to your property. Review this list carefully, and make certain you understand the information.

Washington Utilities & Transportation Commission
P.O. Box 47250
Olympia, WA 98504-7250

Household Goods Moving Survey

To help the UTC do a better job of regulating the services provided by movers, you can fill out this survey.

You may also contact the UTC at
1-800-562-6150, through the web:
www.wutc.wa.gov or by e-mail: at:
transinfo@wutc.wa.gov

Name: _____

Address: _____

Phone: _____

Moved from: _____

Moved to: _____

Bill of lading number: _____

Date you moved: _____

Name/Address of Moving Company: _____

Before the Move

	Y	N
Did you receive a written estimate?	<input type="checkbox"/>	<input type="checkbox"/>
Did the mover explain its limited liability for loss and damage?	<input type="checkbox"/>	<input type="checkbox"/>
Did the mover explain how to obtain higher liability limits?	<input type="checkbox"/>	<input type="checkbox"/>

During the Move

Was the move crew on time and prepared?	<input type="checkbox"/>	<input type="checkbox"/>
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	Y	N
Did they have all necessary equipment (pads, packing materials, etc.)?.	<input type="checkbox"/>	<input type="checkbox"/>
Did the movers complete their duties in a reasonable time?.	<input type="checkbox"/>	<input type="checkbox"/>
Was the truck(s) in good condition?. . .	<input type="checkbox"/>	<input type="checkbox"/>
Were you made aware of any problems when you still had a choice in how to resolve them?. . . .	<input type="checkbox"/>	<input type="checkbox"/>
Were you satisfied with the handling of your belongings?.	<input type="checkbox"/>	<input type="checkbox"/>
Did you have any loss or damage?. . .	<input type="checkbox"/>	<input type="checkbox"/>

After the Move

Did your final costs exceed your estimate?.	<input type="checkbox"/>	<input type="checkbox"/>
Did you file a loss or damage claim?.	<input type="checkbox"/>	<input type="checkbox"/>
Was the claim resolved satisfactorily?.	<input type="checkbox"/>	<input type="checkbox"/>
Overall, were you satisfied with your move?.	<input type="checkbox"/>	<input type="checkbox"/>
Would you use this company again?.	<input type="checkbox"/>	<input type="checkbox"/>
Would you recommend this company to others?.	<input type="checkbox"/>	<input type="checkbox"/>

Please feel free to add comments regarding your move (you may attach additional sheets as necessary). Remove this page from the brochure, fold along the dotted lines, add your additional comments, seal with a piece of tape and mail to the address shown.

Thank you.



Would you like any of the following Washington UTC consumer publications:

Quarterly Consumer Newsletter ☐

Smart Utility Consumer Guide ☐

Smart Garbage Consumer Guide ☐

Energy Factsheet ☐

Telephone Consumer Survival Kit ☐

Under no circumstances should you pack the following items with your other belongings:

- Jewelry
- Valuable papers
- Coins
- Money
- Inflammables
- Dangerous articles

You should take personal responsibility for moving such items.

3. WEIGHT. Charges for moves over 35 miles are based on weight and distance. To determine the net weight of your shipment, the mover weighs the empty vehicle then reweighs it after loading your belongings into the truck.

At your request, the mover will:

- Notify you of the weight and charges as soon as the net weight of your shipment is established. (You are entitled to witness the official weighing of the loaded vehicle.)
- Re-weigh the shipment before delivery, if it is practical to do so. You are responsible for the cost of re-weighing the shipment. Re-weighing charges are shown in the tariff.

4. DELIVERY & INSPECTION. Be there at the agreed-upon time for delivery. If you are not there, and delivery can't be made because of your absence, your property may be put in storage at your expense.

Check for damage, particularly valuable items, while the mover is present. If there's a box or container that won't be unpacked right away, you and the mover should inspect it for signs of damage.

Do not sign any delivery papers until you inspect your belongings and check them against the inventory.

If there's loss or damage, make a specific notation on both copies of the inventory and/or bill of lading. This will help later if you have to file a claim.

If you find damaged goods after the mover has left, keep the items and packing materials as they were in the box, or set aside damaged belongings that were not packed. Call the mover immediately so that a claims representative can inspect them.

5. BE PREPARED TO PAY. Unless you make credit arrangements, you will be expected to pay for the move before your goods are unloaded. Payment will be expected in cash, money order or cashier's check unless other arrangements were made.

If charges are more than the written non-binding estimate, the mover **MUST** unload and release all your goods if you pay 110 percent of the amount of the estimate and supplemental estimates. The carrier is required to give you 30 days to pay the balance. (A good reason to get and retain a written estimate.)

Even if you receive only a non-binding estimate, the amount you pay is capped. UTC rules ensure that in no instance are you required to pay more than the amounts shown below:

- For moves over 35 miles – no more than 15 percent above the estimate and any supplemental estimate.
- For moves 35 miles or less – no more than 25 percent above the estimate and any supplemental estimate.

AFTER THE MOVE

1. CLAIMS. All claims for loss or damage must be filed in writing with the mover. Ask the mover for a claim form.

Claims must be filed within nine months from the date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. File your claim as soon as possible while memories are fresh.

While UTC staff can sometimes facilitate negotiations between parties, the Commission cannot require you or the mover to settle loss and damage claims. Still, if after working with the mover you are still unsatisfied with the outcome, you should contact the UTC.

Movers must acknowledge written claims within 10 days, and act on them (pay, settle, or deny a claim) within 120 days. Be sure to keep the damaged property, because the mover has a right to inspect any damaged property before settling a claim.

If the mover will not voluntarily settle a claim to your satisfaction, you may:

- Submit the claim to arbitration or mediation through a third party (including services provided by a local government agency); or
- File suit in a court of law. Depending on the amount contested, you may be able to use small claims court.

Additional information related to claims is printed on the backside of the bill of lading.

2. STORAGE If your goods are put in storage, you will have to pay for unloading when they go into storage, reloading them when they come out again, and storage charges. The mover's liability may end if your goods go into permanent (long term, over 90 days) storage.

You can find more details on permanent storage and storage-in-transit from the UTC fact sheet or a copy of the tariff available at the mover's office. Both documents as well as other useful information are available on the UTC website.

Tips to Remember

The best way to avoid problems is to plan ahead, be informed, and be prepared. It's worth your time to remember these tips:

1. Choose carefully – use only a mover who has a UTC permit.
2. Get a written, signed estimate, and have it out when you pay the final bill.
3. Ask for an inventory and check it for accuracy.
4. Understand and agree with the bill of lading before you sign it.
5. Have the mover explain his liability for loss and damage.
6. Be at the destination at the time agreed upon for delivery.
7. Check the condition of your property before you sign a delivery receipt, bill of lading, or inventory sheet.
8. . . . and keep the lines of communication open with your mover at all times.

If you experience problems, you have a right to contact the UTC.

How to contact UTC

For Consumer Services

1(800)562-6150 (toll free)

Main Phone Number

(360)664-1160

Web Site

www.wutc.wa.gov

Email

For consumer complaints:
complaints@wutc.wa.gov

For general information:
info@wutc.wa.gov

Mailing Address

Washington UTC
P.O. Box 47250
Olympia, WA 98504-7250

Location

1300 S. Evergreen Park Drive SW
Olympia, Washington

This information was prepared by:

Washington Utilities and
Transportation Commission.

To request availability of UTC
publications in alternative formats, call
(360) 664-1133.

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